

ATTACHMENT J42

Example Quitclaim Deed

This attachment contains an example Quitclaim Deed that will be used to convey the utility system assets.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command, _____ Division (hereinafter called "GOVERNMENT"), pursuant to the authority of 40 USC 484 (e)(3)(E); 41 CFR 101-47.304-9(a)(I), and through a delegation of authority to the Secretary of Navy in accordance with the provisions of 41 CFR 101-47.302-2(a)(2), as owner of certain real property identified as

_____, (hereinafter called the "PREMISES"), in consideration of the waiver and release from minimum demand charges, cancellation charges or other termination fees, owed by GOVERNMENT to _____ Public Service Authority (Change to fit circumstances) under Contract N62467-__-__-____, obtained for the benefit of GOVERNMENT by _____, (hereinafter, - called "GRANTEE"), the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release, unto the GRANTEE, its successors and assigns, all its right, title and interest to the [**Example:** electric distribution system located on the PREMISES including but not limited to, substations, switching- stations, transformers, capacitors, poles, down guys, lightning arrestors, insulators, spool racks, hot line clamps, air switches, fused cut outs, safety switches, all street lights and associated hardware and components and buildings identified as utility buildings](hereinafter called "SYSTEM") as further described in Exhibit "A", attached hereto and made a part hereof.

Together with all and singular the rights, members hereditaments and appurtenances to the said SYSTEM belonging or in any wise incident or appertaining.

To have and to hold all and singular the SYSTEM beforementioned unto said GRANTEE its heirs and assigns forever.

The SYSTEM is sold "AS IS" and "WHERE IS- without representation, warranty, or guaranty as to quantity, quality, title, character, physical and environmental condition, size or kind, or that the same is in condition fit to be used for the purpose for which intended.

GOVERNMENT assumes no liability for and GRANTEE agrees to hold GOVERNMENT harmless from damages for personal injury, illness, disability or death, to the GRANTEE, GRANTEE'S successors, assigns, employees, invitees, or any other person subject to GRANTEE'S control or direction, caused in connection with GRANTEE'S purchase and use of the SYSTEM.

In addition to selling, the SYSTEM for the above described consideration, GOVERNMENT shall grant to GRANTEE and its successors and assigns an easement to enter upon, construct, extend, inspect, operate, replace, relocate, repair and maintain upon, over, under, along-, across

and through any portion of the PREMISES owned by the GOVERNMENT. Said easement shall be provided by separate transfer document concurrently with this deed.

EFFECTIVE the _____ day of _____, 20__.

UNITED STATES OF AMERICA
Acting by and through the Department of the Navy

WITNESS:

By: _____
Real Estate Contracting Officer

STATE OF _____)

)

COUNTY OF _____)

ACKNOWLEDGMENT

PERSONALLY, appeared before me _____, who being duly sworn, says that _____ saw the within named _____ sign and seal the foregoing Quitclaim Deed in behalf of the United States of America, and that _____, with _____ witnessed the execution thereof.

Sworn to before me this _____ day of _____, 20____,
_____ Notary Public for the State of XXX.

My Commission expires:_____

Quitclaim Deed prepared by:
(_____) _____ Division,
Naval Facilities Engineering Command
(_____ City, State, Zip _____)